

AGREEMENT
between
THE CEMENT LEAGUE
and
THE DISTRICT COUNCIL
of
CEMENT AND CONCRETE
WORKERS

Comprised of:
LOCAL NO. 6A
LOCAL NO. 18A
LOCAL NO. 20

Effective on or after July 1, 2014
to June 30, 2017

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This Agreement is entered into by and between THE CEMENT LEAGUE (hereinafter referred to as the “Association” and/or “Employer”) and the DISTRICT COUNCIL OF CEMENT AND CONCRETE WORKERS, comprised of Local No. 6A, Local No. 18A, and Local No. 20, all affiliated with the Laborers International Union of North America (hereinafter referred to as the “Union”) and extends the previous agreement as herein provided.

Cement & Concrete Workers District Council
29-18 35th Avenue
Astoria, New York 11106
&
The Cement League
49 West 45th Street
9th Floor
New York, New York 10036

ARTICLE I (Territory Covered)

Section 1. This agreement shall apply in all jobs in Greater New York City within its established boundaries.

ARTICLE II (Objectives)

Section 1. To establish and maintain wages, fringe benefits, hours and working conditions for the work on building construction covered by the Agreement in the territory to which it applies; to prevent strikes and lockouts; to insure the peaceable adjustment and settlement of any and all grievances, disputes or differences that may arise between the parties as such or between them as Employer and Employee, and to provide for the adjustment of disputes between trades.

ARTICLE III (Recognition and Union Security)

Section 1. The Association recognizes the Union as the Collective Bargaining Representative of Employees working on bargaining unit work within the jurisdiction of the Union.

Section 2. It shall be a condition of employment during the term of this Agreement that all Employees who are members of the Union on the effective date of this Agreement shall be required to remain members of the Union. New Employees shall be required to become and remain members of the Union after the seventh (7th) day following the date of their employment or the effective date of this Agreement whichever is later.

ARTICLE IV

(Hiring)

Section 1. The Employer shall notify the District Council as to the location of new jobs and the date when each job is to begin.

Section 2. If an Employer requests the Union to send Employees to a job, he shall state the number of Employees required and the hour when they shall report. The Union shall supply each Employee sent in reply to such request with a slip identified by the signature of an official of the Union, the address of the job and the date and hour the Employee is to report. Competent Cement and Concrete Workers, not exceeding the number requested who report to the job and present such slips to the representative of the Employer on time, or Cement and Concrete Workers who report, under orders received from an Employer or his responsible representative, shall be given employment for at least two (2) hours, except when it is beyond the control of the Employer to proceed with the work. An Employee ordered out as above and not put to work until after the lunch period shall receive seven (7) or eight (8) hours pay.

Section 3. The members of the Association shall be at liberty to employ and discharge whomsoever they see fit and all Employees represented by the Union shall be at liberty to work for whomsoever they shall see fit in accordance with the terms of this Agreement.

Section 4. Any employee represented by the Union shall be permitted to seek employment on any job of an Employer where an employment office is not maintained on the job. If an employment office is maintained, the Working Foreman or hiring agent of the Employer shall be conveniently accessible to applicants for work at least once each day.

Section 5. Employers are urged to reserve those jobs not requiring full vigor for the Employment of older Employees.

Section 6. On any job site an Employee will not be permitted to work for any other Employer while remaining on the payroll of his original Employer except for emergencies.

ARTICLE V (Apprenticeship)

Section 1. New applicants for membership who cannot provide proof of four thousand hours or more of employment as Construction Craft Laborer (or, alternatively, cannot demonstrate equivalent skills in placement examination administered by the Joint Apprenticeship and Training Committee (JATC) shall, whenever possible enter the Apprenticeship Program. Any person entering but failing to maintain and complete his or her Apprenticeship shall not be employed by the Employer as a Journey Worker

under this agreement. The failure of any Apprentice to maintain his or her Apprenticeship status shall obligate the Employer to discharge such person upon notice from the Union.

Section 2. The Apprenticeship and Training Standards approved by the Federal Bureau of Apprenticeship and Training or State Apprenticeship Committee are hereby incorporated by reference as part of this agreement.

Section 3. a) The Apprentice wage rate as of January 1st 2013 shall be:

<u>Hours of Credit</u>	<u>Wage Rates</u>
0–1,334	50% of Journey Worker
1,335–2,668	65% of Journey Worker
2,669–4,000	80% of Journey Worker
Over 4,000	Journey Worker

This is to include 288 hours of classroom training.

Section 4. The Employer may pay a higher rate at its option. However, the Apprentice must meet his or her commitments to the Joint Apprenticeship and Training Committee (JATC) regardless of level being paid.

Section 5. The Employer shall pay the Fringe Benefit package and contributions as listed in this agreement for the Apprentice as described in

Article VII, IX, X and XI beginning January 1st 2013.

a) Annuity

<u>Hours of Credit</u>	<u>Rate</u>
0–1,334	50% of Journey Worker
1,335–2,668	65% of Journey Worker
2,669–4,000	80% of Journey Worker
Over 4,000	Journey Worker

b) Pension

<u>Hours of Credit</u>	<u>Rate</u>
0–1,334	50% of Journey Worker
Over 1,334	Journey Worker

c) Welfare

<u>Hours of Credit</u>	<u>Rate</u>
0–4,000 and over	Journey Worker

d) All other fringe benefits and contributions as listed in this agreement are paid at Journeyman Worker's rate.

Section 6. a) The Employer will participate in the Apprenticeship Program by accepting Apprentices for employment upon referral by the Union. The Employer is not obligated to accept more than one (1) Apprentice for every eight (8) Journey Workers, commencing with the eighth (8th) Journey Worker employed. This ratio will then be reduced to one (1) Apprentice for every

four (4) Journey Workers, commencing with the twelfth (12th) employed and shall be continued throughout the duration of the job.

b) When eight (8) journey workers are employed for the duration of project, the Employer may, upon mutual agreement with the Union, employ one (1) Apprentice, when available.

Section 7. a) The Employer shall have the absolute right to reject any job Apprentice or Apprentices referred by the Union. In the event of such rejection, the Employer shall notify the Union. The Union may then refer another Apprentice to the Employer until the Employer employs the correct ratio of Apprentices.

b) The Employer shall have the absolute right to at any time to discharge any Apprentice except that after initially employing an Apprentice referred by the Union, such Apprentice shall be given a minimum of two (2) hours of employment. Further, whenever the Employer discharges an Apprentice referred by the Union, the Union shall be notified. The Union may then refer a replacement Apprentice to the Employer in order to maintain the ratio that is required to be employed by the Employer.

Section 8. An Apprentice should, whenever possible, be rotated by the Employer through different types of work so as to become trained in a variety of operations and work skills. Where the Employer is unable to provide an Apprentice the

experience in the full range of craft skills, the JATC may request the District Council to reassign the Apprentice to other employment in order to provide that experience. For so long as the Employer is able to provide the necessary range of employment experience, the Employer may choose to retain the Apprentice from job to job but shall notify the District Council and JATC of all reassignments.

Section 9. An apprentice shall not work on a job site unless supervised by a Journey Worker. The apprentice shall not be used to replace the flagmen or coffee men.

Section 10. An apprentice shall not be laid off for taking off from work to attend offsite training. Apprentices shall be paid for hours worked.

Section 11. The Cement League and the Union shall meet as needed at any time during the term of this agreement to re-evaluate the requirements for the hiring of the Apprentices, the wages of Apprentices, fringe benefits and other contributions for Apprentices and other provisions relating to Apprentices as shall be determined. These requirements as signed by both parties shall be part of this agreement and shall be available from both the Union and Association offices.

**ARTICLE VI
(Work Covered)**

The Employees in the bargaining unit shall perform all the following work:

Section 1. The handling and wheeling of unmixed or dry concrete material, the mixing, wheeling, spreading, leveling, placing, and ramming of concrete and cement mortar, the handling of all types and manner of form lumber or forms in connection with buildings and reinforcing steel; the hanging of all joists and the striking of centers and stripping of forms on the following work:

Section 2.

- (a) Reinforced concrete walls, footings, and piers on all buildings.
- (b) All reinforced concrete structures.
- (c) Concrete floor arch construction, cellar floors and sidewalks on all buildings.
- (d) Concrete used for fireproofing purposes.
- (e) Monolithic gypsum floor and roof slabs.
- (f) Concrete and cement mortar used in paving work.
- (g) Hydrolithic waterproofing.
- (h) Finished cement or composition floors.
- (i) Floor and roof fill.
- (j) Sleeper fill (except where the sleepers are placed over tile or brick arches).

- (k) Concrete roads, curbs, concrete retaining walls, and miscellaneous concrete, including pump and equipment foundations, within the confines of a building site.
- (l) Concrete in piles, pile caps and grade beams on all buildings.
- (m) Concrete conduits, vault lights, concrete pipe trenches and tunnels connecting buildings.
- (n) Cement mortar applied under pressure by a "Cement Gun" or any other pressure machine, such as "Guniting," (operation of nozzle not included.).
- (o) Spreading of porous fill a depth of twelve (12) inches under concrete slabs on all buildings.
- (p) Concrete swimming pools and transformer vaults.

Section 3. Employees represented by the Union shall also be employed on the following work when done in connection with the work enumerated in Section 2 of this Article:

- (a) Fine grading, if proceeding the placing of concrete on earth. Hand pumping casual rain water on all buildings.
- (b) The hanging of tarpaulins to protect concrete from weather (with the exception of any rigid or semi-rigid frame to support same) and the covering and wetting down and coating of completed concrete and finishing surfaces for curing or protective purposes on all buildings.

- (c) The handling of all cement and concrete debris and refuse derived from material used by the carpenters, cement masons and wire lathers on construction site. Final cleaning of all types of cement and concrete debris on all buildings shall be performed solely by Cement and Concrete Workers.
- (d) Handling and tending any type of salamanders and all propane, diesel, kerosene or solid (coke, coal, etc.) fuels used for winter protection of cement and concrete work: also the moving of salamanders and propane, diesel, kerosene or solid (coke, coal, etc.) fuels from floor to floor and from position to position. This also includes any electrical heating device used for winter protection of cement and concrete work or any device that becomes available in the future. Two (2) Cement and Concrete Workers shall be used to tend salamanders when seven (7) or more are used. When two (2) or more electric and or fuel type blower devices are used then two (2) Cement and Concrete Workers shall be employed.
- (e) The cleaning and preparation of concrete floors to receive cement finish. Also, all materials used within the process of elevator saddle patching, rat patching, flash patching, gypsum, and self-leveling cement shall be unloaded, mixed, distributed by the employee as well as the handling of all refuse and debris

- (f) Cutting of concrete where cement finish is not to be applied, cutting openings in concrete walls and floors, the removal of concrete where concrete is being replaced on new and rehab work, and other concrete cutting not incidental to other trades.
- (g) All labor in connection with cement and concrete work not specifically provided for under this Agreement, except where same has been officially awarded, after due hearing, to another trade group.
- (h) Fire watching when required by Employers.
- (i) Tending of cement masons, lathers, and carpenters on concrete construction, including handling of reinforcing steel and lumber and materials for all types of form work.
- (j) Tending of carpenter on fences and temporary protection work on concrete buildings.
- (k) Erection of scaffolds up to fourteen (14) feet in height which are to be used by Cement and Concrete Workers, lathers, and cement masons, and the planking of all scaffolds for concrete work.
- (l) On alteration jobs, the removal of wooden partitions, wood and concrete floors, and rubbish connected therewith, is to be done by Cement and Concrete Workers.

- (m) When concrete is poured by mason tenders as per McAgthon Decision, the tending of cement masons, carpenters, and lathers is to be done by Cement and Concrete Workers.
- (n) Stripping of all concrete forms shall be done as follows: stripping of all columns, beam sides and beam bottoms, wall and footing forms, flat arch forms of all types and construction, in fact all concrete forms on building construction shall be performed with an equal number of Cement and Concrete Workers and carpenters under the supervision of the carpenter foreman (Stripping of Concrete Forms Agreement between New York District Council of Carpenters and Cement and Concrete Workers District Council dated May 31, 1956).
- (o) All concrete planks being set by hand shall be set by Cement and Concrete Workers.
- (p) With regard to concrete cylinders, where a contractor has contracted a testing laboratory to break cylinders for him and the contractor himself is to take the cylinders, store them in a curing box and load them on a truck for transportation to the testing laboratory. The concrete laborer will continue to perform the services of taking the concrete from the truck to the cylinders, filling the cylinders, rodding the cylinders, placing them in the curing box and loading them on the truck for delivery to the testing laboratory. When a contractor has a

contract with a testing laboratory to take and break cylinders for compressive strength, the concrete laborer will take the material from the concrete truck and deliver it to the inspector for placing in the cylinders and the cylinders will be under the care and protection of the testing laboratory's employee.

- (q) The erection, maintenance and use of safety nets and equipment, barricades and certified Flagmen where cement and concrete work is involved.
- (r) The unloading of all lumber, reinforcing steel and concrete used in the erection of all buildings shall be performed solely by Cement and Concrete Workers.
- (s) Employees shall also continue to do all of the work which they have performed in the past.
- (t) All materials that are used in the Cement and Concrete Workers jurisdiction that are to be hoisted or moved with the use of any form of crane, shall be prepared for lifting and signaled by Cement and Concrete Workers, when Cement and Concrete Contractor controls crane.
- (u) All work performed in the past with reference to the erection, jumping, jacking and dismantling of a crane controlled by the employer shall continue to be performed by the employee.

Section 4. The Union shall have jurisdiction over all reinforced concrete in all jobs, including alteration jobs, foundation building jobs and steel structures.

Section 5. When five (5) or more Cement and Concrete Workers are employed on a job site performing any of the covered work set forth in this Agreement, the Union shall refer one (1) additional Cement and Concrete Worker, who must be capable of performing the job to take coffee and lunch orders and maintain the drinking water on the job site ("Coffee Person"). The referral and capabilities of the Coffee Person shall be within the sole discretion of the Union. When the Coffee Person is not performing these duties, he shall be required to perform any and all duties of a Cement and Concrete Worker assigned to him by the Foreman.

ARTICLE VII (Hours and Overtime)

Section 1. a) Seven (7) or eight (8) hours (to be declared at beginning of project) shall constitute a day's work between the hours of 7:00 a.m. and 4:30 p.m. with one-half ($\frac{1}{2}$) hour for lunch to be taken on either side of 11:30 a.m., 12:00 p.m. and 12:30 p.m.

During the current agreement an employer is permitted to change the work day from or to a seven (7) hour or eight (8) hours only once

thereafter during the length of job. The allowance of a second (2nd) change for a seven (7) or eight (8) hour work day (on a job-by-job basis when job conditions call for such action) may be granted at the discretion of the Union.

Reasonable time will be given for morning and afternoon coffee breaks.

b) 8 Hour day. For work below street level to the top of the foundation wall, not to exceed 2 ft. or 3 ft. above the sidewalk (brick shelf), when the Employer does both the foundation and upper structure, the eight hour day shall prevail.

Section 2. No work shall be performed on Saturday, except in case of necessity or emergency, in which event notice shall be given to the Union before two (2:00) p.m. On the previous Friday, stating the number of Employees required to work and the job site of building where work is to be performed.

a) Flextime. Start at 7:00 a.m. or 8:00 a.m. with full crew. To be declared at the beginning of project and with the allowance of one (1) change thereafter in job start-time during length of project. The allowance of a second (2nd) change for a 7:00 a.m. or 8:00 a.m. start-time (on a job by job basis when job conditions call for such action) may be granted at the discretion of the Union.

b) On all site work (which includes curbs, sidewalks and retaining walls) shall be eight (8)

hour day. Emergency work involving danger to life and/or property may be performed without the above notice being given.

Section 3. The legal holidays shall be: New Year's Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Presidential Election Day, Thanksgiving Day and Christmas Day. During the term of agreement, this section may be modified to address a uniform holiday schedule within the trades of the Cement League.

If the Employees work the last regular work day before Christmas Day or the last regular work day before New Year's Day, the work day will end after four (4) hours of employment, but Employees will be paid for a full seven (7) or eight (8) hour day. If the Employees are required to work after four (4) hours of employment, they will be paid at overtime rates. The Employer is required to pay fringe benefit contributions and to deduct required working dues with respect to the three (3) or four (4) hours of paid holiday time.

(b) Religious Holidays: If the owner or developer chooses to close the job in observance of his religious beliefs, the men shall make up the lost time in the prior week: 1 hour per day at time and one half rate (1½).

(c) Day after Thanksgiving: If the owner or developer chooses to close the job the day after

Thanksgiving, the union shall make up the lost time in the prior week: 1 hour per day at time and one half rate (1½).

Section 4. Two (2) or three (3) shifts may be employed at straight time rates plus 10% differential as provided for in Article VIII, Section 1. Where Cement and Concrete Workers are employed on shifts, the hours of employment must be broken up to allow time for meals. Where two (2) shifts are employed, one (1) of the shifts must be worked at the established hours of the regular workday.

Section 5. Whenever Employees are required to work during the lunch hour break between 11:30 a.m. to 12:00 p.m. or 12:00 p.m. to 12:30 p.m., they shall be paid overtime at time and one-half for such work. In that event, such Employees shall be provided with twenty (20) minute lunch break within a reasonable time period.

Section 6. Double time shall be paid for work on Sundays and all legal holidays as stated in Article VII, Section 3.

Section 7. a) Time and one-half shall be paid for all overtime work on weekdays and for all work on Saturdays.

(b) On shift work (work extending over a twenty-four [24] hour period), time and one-half shall be paid only for work performed on Saturdays,

and double time for work performed on Sundays and holidays.

(c) Whenever an Employee works on more than one (1) shift in a twenty-four (24) hour day, he shall be paid at overtime rates after the first seven (7) or eight (8) hours of work in accordance with the rate specified in this Article.

(d) Single time shall be paid for work tending salamanders & all other heating devices. Such work performed between midnight Friday and midnight Sunday and on holidays, shall be paid at time and one-half. Whenever an Employee works more than seven (7) or eight (8) hours on each shift tending salamanders, he shall be paid time and one-half for the additional work.

ARTICLE VIII

(Wages)

Section 1. Wage increases and /or increases in contributions to Fringe Benefit Funds shall be as follows:

(a) Effective July 1st 2014, wages shall be \$42.48 per hour and fringe benefit contributions shall be \$27.39 per hour comprised of \$9.31 for Welfare \$10.76 for Pension, \$5.50 for Annuity, \$0.79 for Training & Apprenticeship Fund, \$0.06 for the Scholarship Fund, \$ 0.50 for the Labor Management Cooperative Trust Fund, \$0.32 for the Cement League Industry Advancement Program,

\$0.10 for the New York State Laborers/Employers Cooperation and Education Trust and \$0.05 for the Laborers National Health and Safety Fund.

(b) Effective July 1st 2015, wages and/or fringe benefit contributions shall be increased by \$2.00 per hour.

(c) Effective July 1st 2016, wages and/or fringe benefit contributions shall be increased by \$2.00 per hour.

(d) The District Council shall have discretion to allocate any of the above increases either to wages or to any of the Fringe Benefit Funds, except that the District Council must comply with any request from the Trustees of the Welfare Fund and/or the Pension Fund to increase contributions to Welfare Fund and/or Pension Fund.

Section 1A.

Economic Recovery

a) Twenty Percent (20%) discount (termed as Market Recovery Rates) off agreed upon compensation package if certain criteria are met:

- i. Residential & Hospitality Outer Borough projects receive 20% Market Recovery Rates; and/or
- ii. Twenty-five (25) stories or less if Primary Residential or Hospitality within Manhattan receive 20% Market Recovery Rate discount.

b) Residential and Non-Borough projects automatically get 20% Market Recovery Rates

c) Sixteen (16) stories (more if agreed by Carpenters), primarily Residential and Hospitality automatically get 20% Market Recovery Rate in Manhattan

d) All buildings subject to Market Recovery Committee review

e) Committees shall be equal Labor Management, Cement League appoints the Management members

f) Project Labor Agreements from the Building and Construction Trades of Greater New York will be honored.

Section 2. (a) Working Foreman shall be employed on a weekly basis except at the inception of employment.

(b) The Employer is not restricted from paying a Working Foreman a higher wage rate, but the minimum wages for Working Foremen shall be as follows: Effective July 1, 2014 the wage for Working Foremen and Assistant Foremen (Deputies) shall be \$42.48 per hour based on 35 hours plus overtime plus an additional \$100.00 per week for Foremen and \$42.48 per hour based on 35 hours plus overtime plus an additional \$70.00 per week for Assistant (Deputy) Foremen with any subsequent increases equal to the increases of the prescribed rate for Cement and Concrete Workers.

(c) Increments shall be identical to those specified in Article VIII, Sections 1(b) and 1(c), and shall be allocated by the District Council.

Section 3. Wages shall be paid weekly on the job before 3:30 p.m. on Fridays, said wages to be paid in cash in envelopes, upon the outside of which shall be plainly marked the Social Security number, the hours worked, the week ending date and the amount of money enclosed. Any deductions from wages now or hereafter required by law shall be marked on the face of the envelope. At the Employer's option, payment of wages may be made by check, said check to be Todd Insured A.B.C. check or similar type, which shall be delivered to the Employees at least one day preceding a banking day. If the Employees are not paid as specified above, double time shall be paid for Friday between the hours of 3:30 and 5:30 p.m., and single time for waiting time thereafter until paid, not exceeding fourteen (14) or sixteen (16) hours, provided, that the Employees report to and remain on the job during the said fourteen (14) or sixteen (16) hours of waiting time.

Section 4. An Employee who is discharged or laid off shall be given one-half (1/2) hour notice and shall be paid in cash, at the Employer's time shanty. This does not apply to any temporary suspension of work during any pay week for reasons beyond the control of the Employer. An

Employee who stops work on his own volition shall receive his pay on the following pay day, either on the job or at the Employer's office, at the Employer's discretion.

Section 5. Each Employer shall exhibit on demand satisfactory evidence that he is protected by Workers' Compensation Insurance.

Section 6. The Union waives any right and/or entitlement for paid sick leave that may be provided by any city, state and/or federal law or regulation, including but not limited to New York City's Earned Sick Time Act.

ARTICLE IX (Check-off)

Section 1. The Employer agrees that there shall be deducted from the wages of each Employee working under the jurisdiction of Cement and Concrete Workers District Council who authorizes such deduction in writing, Two Dollars (\$2.00) per hour, which sum constitutes part of each Employee's Union dues and Eighty-Five Cents (\$0.85) per hour for the Organizer Fund. The authorization shall be in blanket form and is to be filed with the District Council. The Union agrees to indemnify and hold harmless the Employer from any and all claims and for actions arising out of such deduction provided that the dues have been paid over by the Employer

Section 2. The dues of Two Dollars (\$2.00) per hour and Eighty-Five Cents (\$0.85) per hour for the Organizer Fund are to be deducted from the Employee's gross wages and are subject to payroll taxes. The Two Dollars (\$2.00) per hour working dues and Eighty-Five Cents (\$0.85) per hour Organizer Fund shall be remitted to the Fund Office. The dues check-off can be modified by the District Council at its discretion.

Section 3. The Employer shall deduct ten cents (\$0.10) per hour for all hours worked, including overtime and double time hours, by Employees, including Working Foreman, from the gross wages, subject to payroll taxes, of each Employee who has signed a Joint Payroll Check-off, conforming to all federal law, authorizing the deduction of contributions to the NYSLPAC, or such other amount as specified in the Employee's Joint Payroll Check-off authorization. The contributions shall be used for political purposes, including, but not limited to, the support of candidates for Federal, State and Local office. Such sums deducted by the Employer shall be transmitted to the Union (or to any agency designated by the Union for the collection of said sums) no later than one (1) week after said deduction. Such sums transmitted shall be accompanied by a statement, in the form specified by the Union, reporting such information as the Union shall

require from time to time including a list of the names of those Employees for whom such deductions have been made and the amount deducted for each such Employee. The authorization and contributions by the Employee shall be voluntarily made and are not conditions of membership in the Union or of employment by the Employer. An Employee may contribute more or less than any guideline amount suggested, or not at all, and shall not be favored or disadvantaged by the Union for doing so. The Employee assignment authorizing the deduction of wages as aforesaid may be revoked by the Employee in writing at any time.

ARTICLE X

(Fringe Benefit Contributions)

Section 1. Welfare Fund. Each Employer shall pay \$9.31 per hour for all hours worked, including overtime hours, by Employees, including Working Foremen, to the Cement and Concrete Workers Welfare Fund for the purpose of providing medical, surgical, hospitalization, death and such other forms of group benefit for eligible Employees, their wives and eligible children as the Trustees may determine. In addition, the Trustees shall provide coverage to conform to the New York State Disability Insurance Law for all eligible Employees. Said contributions shall be paid to the C&CWDC Fringe Benefit Fund office at the same time as contributions to these other fringe Benefit Funds.

Section 2. Pension Fund. Each Employer shall pay Ten dollars and Seventy-Six Cents (\$10.76) per hour for all hours worked, including overtime hours, by Employees, including Working Foremen, to the Cement and Concrete Workers Pension Fund for the purpose of providing Pensions and other benefits for eligible Employees as the trustees may determine. Said contributions shall be paid to the C&CWDC Fringe Benefit Fund office at the same time as contributions to these other fringe Benefit Funds.

Section 3. Annuity Fund. The Annuity Fund will be paid five dollars and fifty cents (\$5.50) per hour on all hours worked by Employees including Working Foremen from Monday through Friday; on Saturday, eight dollars and twenty-five cents (\$8.25) per hour; and on Sundays and holidays, eleven dollars (\$11.00) per hour and any Annuity fund increase would be in the same proportion. Said contributions shall be paid to the C&CWDC Fringe Benefit Fund office at the same time as contributions to these other fringe Benefit Funds.

Section 4. Training and Apprenticeship Fund. Each Employer shall pay a contribution of Seventy-Nine Cents (\$0.79) per hour on all hours worked, including overtime hours, by employees, including Working Foremen, to the Cement and Concrete Workers Training Apprenticeship Fund. Said contributions shall be paid to the C&CWDC Fringe

Benefit Fund office at the same time as contributions to these other fringe Benefit Funds. The Training and Apprenticeship Funds purpose is providing training and education and related benefits for those eligible as the Trustees may determine.

Section 5. NYS Laborers-Employers Cooperation and Education Trust Funds.

(a) Each Employer shall pay a contribution of ten cents (\$.10) per hour for all hours worked, including overtime hours, by Employees, including Working Foremen, to the New York State Laborers/Employers Cooperation and Education Trust (NYSLECET). Said contributions shall be paid to the C&CWDC Fringe Benefit Fund office at the same time as contributions to these other Fringe Benefit Funds. The Trustees of the NYSLECET shall secure a determination of tax-exempt status under the Internal Revenue Code from the Treasury Department.

(b) Each Employer shall pay a contribution of five cents (\$.05) per hour for all hours worked, including overtime hours, by Employees, including Working Foremen to the Laborers National Health and Safety Fund (LNHSF). Said contributions shall be paid to the C&CWDC Fringe Benefit Fund office at the same time as contributions to these other Fringe Benefit Funds. The Trustees of the Laborers National Health and Safety Funds shall secure a determination of tax-exempt status under

Section 6. Scholarship Fund. Each Employer will pay a contribution of Six Cents (\$0.06) per hour for all hours worked, including overtime, by Employees, including Working Foreman to the Cement and Concrete Workers Scholarship Fund. Said contributions shall be paid to the C&CWDC Fringe Benefit Fund office at the same time as contributions to these other Fringe Benefit Funds. The Scholarship Fund will provide scholarships to eligible children of Union members who wish to pursue higher education and who meet the criteria as outlined within the Scholarship Funds Guidelines and as the Trustees may determine.

Section 7. C&CWDC Labor/Management Cooperative Trust Fund. Each Employer will pay a contribution of fifty cents (\$0.50) per hour for all hours worked, including overtime hours, by Employees, including Working Foreman to the Cement and Concrete Workers Labor/Management Cooperative Trust Fund. Said contributions shall be paid to the C&CWDC Fringe Benefit Fund office at the same time as contributions to these other Fringe Benefit Funds. The C&CWDC Labor/Management Cooperative Trust Fund shall be to identify and expand work opportunities for cement and concrete workers and to promote efficiency in operations and the economic competitiveness of the

Union and the Employers in the territorial jurisdiction of the Union.

Section 8. Welfare Fund, Pension Fund, Annuity Fund, Scholarship Fund and Training and Apprenticeship Fund coverage shall also be provided to all Employees of the C&CWDC Fringe Benefit Funds, and all full-timed salaried officers, eligible Employees of the District Council and its Local Unions, provided contributions are made on their behalf.

Section 9. (a) Each Employer shall post a surety bond to insure payment of contributions to the Welfare, Pension and Annuity Funds as follows: The posting of such bond, shall be within the discretion of the District Council. In lieu of a bond or as a supplement to a bond an Employer may furnish a cash alternative in the amount of the bond required.

<i><u>Number of Members of Bargaining Unit</u></i>	<i><u>Amount of Bond</u></i>
Employers employing up to and including fifteen (15) Employees	\$50,000.00
Employers employing over fifteen (15) Employees	\$75,000.00

(b) When an Employer bound by the Agreement owes C&CWDC Fringe Benefit Funds an amount greater than the face amount of its surety bond, the surety bond must be increased to cover such indebt-

edness. If this is not done, it shall be mandatory for the Union to remove all members of the bargaining unit from the employ of the Employer.

(c) The Trustees of C&CWDC Fringe Benefit Funds shall have the right to request any Employer to increase the amount of its surety bond whenever they deem it necessary for the protection of C&CWDC Fringe Benefit Funds.

(d) Each joint venturer shall furnish the Union with a rider from their respective surety company, confirming that their respective Bond protects C&CWDC Fringe Benefit Funds during the period of the joint venture.

Section 10. Whenever an Employer is in default on payment to any of the herein above mentioned Funds, and reasonable notice of such default is given to the Employer, and if the payments are not made, the Union may remove Employees covered by this Agreement from the work of such Employer. If such Employees who are removed remain at the job site during regular working hours, they shall be paid for lost time not to exceed three (3) days pay.

Section 11. The Employer shall retain, for a minimum period of six (6) years, payroll and related records necessary for the conduct of a proper audit in order that a duly designated representative of the Trustees may make periodic review to confirm that contributions owed pursuant to this

Agreement are paid in full. In the event, after the Trustees have made a reasonable request, the Employer fails to produce its books and records necessary for a proper audit, the Trustees, in their sole discretion, may determine that the Employer's weekly hours subject to contributions for each week of the requested audit period are the highest number of Employee hours for any week during the twelve preceding months audited, or paid, during the last twelve (12) months for which reports were filed, whichever weekly number of hours is greater. If the hours reported by Employees exceed such amount, the hours reported by such Employees shall be used as the criterion of contributions owed. Such determination by the Trustees shall constitute presumptive evidence of contributions owed. Prior to making such determination, the Trustees shall mail a final ten (10) day written notice to the Employer advising him that such determination shall be made if the Employer does not schedule a prompt audit. Nothing herein shall mean that the Funds relinquish their right to commence legal proceedings to compel an examination of the Employer's books and records for audit.

Section 12. Employer books and payroll records shall be made available upon demand of the Trustees of the Funds for audit and inspection by a representative of the Trustees during reasonable business hours.

The Employer shall maintain and be required

to disclose upon such audits all payrolls and payroll ledgers including office payrolls, yard payrolls, New York payrolls, New Jersey payrolls, computer payroll printouts, W-2 forms, quarterly payroll tax returns (Form 941), quarterly state payroll tax returns (Form NYS 45), annual federal and state tax returns, journals, purchase journals, New York State employment records, insurance company reports, employer remittance reports, payroll and supporting checks, ledgers, expense vouchers, 1099 forms, cash disbursements, check register, evidence of unemployment insurance contributions, payroll tax deductions, disability insurance premiums, certification of workers compensation coverage, checks in support of any governmental filings or tax payments, remittance reports and checks in support thereof and any other documentation concerning payment of fringe benefit contributions for hours worked by Employees remitted to multi-employer fringe benefit funds other than the C&CWDC Fringe Benefit Funds described herein, and any other items concerning payrolls. Further, the employer shall assist the Shop Steward in securing the block and lot information, owner of job location, party or parties for whom or under whom the Employer is working, contact number for project and Employer's Journeypersons working on the job if required by contract, certified payrolls and other relevant job information. In addition, the aforementioned books and records of any affiliate, subsidiary, alter ego, joint venture or other related

company of the Employer shall also be made available at all reasonable times for inspection and audit by, but not limited to, the accountants, outside independent auditors or other representatives of the Trustees of the C&CWDC Welfare, Pension and Annuity Funds.

When auditors are sent to audit the books and records of the Employer and a definite appointment is scheduled and the auditor cannot start at the appointed time and date and must return, or when complete payroll records required herein are not furnished, then the Employer shall be penalized and pay the sum of \$500.00 per auditor, to cover the expense of the auditor.

It shall be a violation of the Agreement for any Employer to fail to furnish proper payroll records when requested for the purpose of completing an audit. The Union shall have the right to remove all its members from the offending Employer upon reasonable notice. If such members who are removed remain on the job site during regular working hours, they shall be paid for lost time not to exceed three (3) days pay.

In the event the Employer does not make timely payment of contributions to C&CWDC Fringe Benefit Funds required herein, it is agreed that such Employer shall be liable for the payment of such contributions and check off with interest of 18% per annum plus liquidated damages of 20% of the amount owing and all costs including, but not

limited to, reasonable audit and accounting expenses, witness cost and attorney's fees and court costs.

The Employer acknowledges and understands that the above liquidated damages are cumulative and are required to protect the fiscal integrity of the Fringe Benefit Funds. Where collection of payment is made pursuant to a judgment against the Employer, the Employer recognizes the Trustees' right to receive liquidated damages, interest, costs and attorneys' fees provided for pursuant to the Civil Retirement Income Security Act, as amended. In no event shall an Employer be liable for any of the above listed liquidated damages, interest costs or fees for which its subcontractor may be liable.

The Employer recognizes that when payment of fringe benefit contributions pursuant to this Agreement is made by check or other negotiable instrument which is returned uncollected, the Fringe Benefit Funds incur additional cost and expense. The Employer hereby agrees that in the event any payment to the Fringe Benefit funds by check or negotiable instrument results in the check or negotiable instrument being returned without payment after being duly presented, the Employer shall be liable for additional damages in the amount of \$50.00 to cover such additional costs, charges and expenses. Nothing herein is intended, nor shall it be interpreted, to mean that the Fringe Benefit Funds or Union waive any other liquidated damages required to be paid pursuant to this Agreement in

the event Employer contributions are not paid in full and at the time required.

Any Employer who is delinquent in paying its weekly contributions to C&CWDC Fringe Benefit Funds shall pay a nine percent (9%) interest on all late payments or as determined by the Trustees such higher amounts provided by this Agreement or law.

Any Employer whose account with any of the Fringe Benefit Funds is found upon regular or special audit ordered by the Trustees of any of the Fringe Benefit Funds to be substantially delinquent, may be charged the full cost of such audit and the Trustees of the various Fringe Benefit Funds shall be empowered to charge interest on delinquent contributions at such rate as they in their discretion may determine.

The President, Vice President, Secretary-Treasurer, any other officer, three largest stockholders, partners, proprietor and executive manager of a corporation, partnership, company, joint venture or proprietorship or other entity, as such terms apply to the Employer acknowledges that he or she is personally benefited by this Agreement and that this Agreement is as well entered into on such individual's behalf and he or she is vested with the authority and control over the submission of reports and/or payment of contributions to C&CWDC Fringe Benefit Funds and acknowledges that he or she shall be personally and individually obligated to submit the required

reports and pay the required contributions to C&CWDC Fringe Benefit Funds for all work performed by Employees.

All payment of contributions to the Fringe Benefit Funds shall be paid in one check to be allocated to the various Fringe Benefit Funds in accordance with the terms of this Agreement.

Section 13. Employer contributions shall be made weekly by each Employer accompanied by a Reporting Form provided by the Fringe Benefit Fund office. The form shall provide space for the name of Employees, their Social Security number and the number of hours worked, and such other further data as the Trustees may from time to time determine in their sole discretion to be necessary. The Trustees, in their sole discretion, may require any Employer to provide electronic submission of the Employer's reporting form as the Trustees determine. Such payment shall be remitted not later than the last day of the following pay week. The Union shall not permit Employees to work for any Employer or any person who as an individual, partner or employee of a partnership, or as an officer, stockholder, or employee of a corporation owes wages to Employees or contributions as in this Agreement provided and who thereafter seeks to employ Cement and Concrete Workers directly or as a partner or employee of another partnership or as an officer, stockholder or as an employee of another corporation or as a joint venture.

Section 14. Any delinquent Employer shall be required to pay all Fringe Benefit Funds on a weekly basis. Such requirements shall be determined by the Trustees of the Fringe Benefit Funds.

Section 15. Where payment is made or an audit is conducted pursuant to a judgment or court order, the Employer recognizes the right of the Trustees of C&CWDC Fringe Benefit Funds to have the court enter an order permanently enjoining the employer and its agents, representatives, directors, officers, stockholders, successors and assigns, for the remaining term of the Agreement from failing, refusing or neglecting to submit the required Employer remittance reports and/or to pay the required contributions to C&CWDC Fringe Benefit Funds, and requiring the Employer to cooperate in an audit in accordance with the provisions of the Agreement. In consideration of the Agreement the Employer represents and warrants that it will not raise any defense, counterclaim or offset to the Trustees application for this order.

Section 16. All independent contractors will pay fifty cents (\$.50) per hour, in addition, as fringe benefits contributions for ERISA fringe benefits to cover the cost of the administration of all ERISA trust funds. If an Association contractor leaves the Association or is delinquent for 2 months, a fifty cent (\$ 0.50) per hour fund contribution increase to match the independent agreement administration

cost of the trust funds shall be paid by the Employer, if so notified by the Trustees of the Pension, Welfare, Annuity Funds, Training and Apprenticeship Fund, Scholarship Fund, Labor/Management Funds for the remaining duration of agreement.

ARTICLE XI

(Industry Advancement Funds)

Section 1. Each Employer shall pay a contribution of Thirty-Two Cents (\$0.32) per hour to the Cement League Industry Advancement Program (CLIAP). Such contribution shall be paid to the Cement and Concrete Pension, Welfare and Annuity Trust Funds.

Section 2. Neither the Union nor the Trustees of the Pension, Welfare, Training and Apprenticeship, Scholarship Fund, Annuity Funds and Labor/Management Cooperative Trust Fund shall have any obligation or responsibility for the collection of such Employer contributions. The Industry Advancement Program, however, shall reimburse the Pension, Welfare, Training and Apprenticeship, Scholarship Fund, Annuity Trust Funds and Labor/Management Cooperative Trust Fund for all expenses incurred in the collection and distribution of contributions, which amount shall be deducted by the respective Funds from the contributions payable over to the Industry Advancement Program.

ARTICLE XII

**(Working Foremen, Shop Stewards,
Job Referral Procedures and
Union Representatives)**

Section 1. When eight (8) or more Cement and Concrete Workers are employed on a job, one (1) shall be designated as the Working Foreman who shall be a member of the Union as selected by the Employer. When there is no foreman employed, the Shop Steward shall be the first (1st) Employee on project.

Section 2. When a Working Foreman is employed, he shall have the right to hire and discharge Cement and Concrete Workers.

Section 3. The Working Foreman shall be the agent of the Employer and shall not be tried for any of his acts as a Foreman without due notice of a trial accompanied by a written statement of the charges against him being given to the Joint Trade Arbitration Board.

Section 4. The first laborer on the job site shall be referred by the Employer. The second laborer shall be the Shop Steward who will be appointed by the Union or its Representatives to attend to the interest of the Union, and for the performance of such duty, the Employer shall allow reasonable time. When the Shop Steward has completed his work on behalf of the District Council, he shall

perform any work within his trade assigned to him by the Employer.

Section 5. (a) The third Cement and Concrete Worker shall be selected by the Employer and the fourth Cement and Concrete Worker shall be referred to the Employer by the union. Thereafter, for each additional Cement and Concrete Worker selected by the Employer, one Cement and Concrete Worker shall be referred by the Union in the event additional Cement and Concrete Workers are required so that a balance shall be maintained from that point forward of fifty percent (50%) of the Cement and Concrete Workers selected by the Employer and fifty percent (50%) referred to the Employer by the Union. The working Foreman selected by the Employer shall not be counted in the 50%-50% calculation.

(b) The Employer shall have the absolute right to reject any job applicant or applicants referred by the Union. In the event of such rejection, the Employer shall notify the Union. The Union may then refer another applicant or applicants to the Employer until the number of Cement and Concrete Workers required to maintain the 50%-50% balance are employed by the Employer.

(c) The Employer shall have the absolute right at any time to discharge any Cement and Concrete Worker except that after initially employing a Cement and Concrete Worker referred by the Union, such worker shall be given a minimum of two (2)

hours of employment. Further, whenever the Employer discharges a Cement and Concrete Worker referred by the Union, the Union shall be notified. The Union may then refer a replacement applicant to the Employer in order to maintain the 50%-50% balance pursuant to Section 5. (a) and 5. (b) above.

(d) Notwithstanding, any of the provisions of this Article XII, when the Employer's work force is reduced to three (3) Cement and Concrete Workers (the Shop Steward, Foreman and one (1) Cement and Concrete Worker referred by the Employer) shall man the job site; however, the fourth laborer on the job will come from the Union and the fifth laborer from the Employer. In the event the work force is again increased, the 50%-50% ratio will be applied.

Section 6. No person representing the Union except its business representatives shall have the right to interview the Employees during business hours. The business representatives shall comply with all general conditions of the job regarding passes, entrances to be used, etc.

Section 7. All foremen are required to attain an OSHA 30 training certificate, when such classes are made available.

ARTICLE XIII
(Working Conditions)

Section 1. Where an Employee works on more than one (1) job for an Employer during the same day, the Employer shall reimburse the Employee his car fare to travel between jobs or shall supply the transportation. Any Employee transferred from one (1) job to another during working hours shall be paid for time actually spent in traveling.

Section 2. The Employer is to provide a shanty satisfactory to the Joint Trade Arbitration Board in every new building or alteration, subject to their control, on which they are doing work.

A satisfactory shanty shall have the door hung in such a way that the hinges cannot be taken off while the door is closed, without breaking the door. The lock must be a mortise lock or hasp and staple bolted through the door, or a safety hasp which covers all screws; in any case it must be impossible to open the door without breaking it or the lock. Keys to said shanty shall be provided which shall not be masterkeyed to other locks belonging to the Employer. One (1) of these keys shall be held by the Job steward, one (1) by the Foreman in charge of the Cement and Concrete Workers and one by the Employer or his designated agent.

An Employer who has complied with the requirements of this section is only responsible for loss of clothing due to the burning, hurricane or

for entry of the shanty and such liability shall be limited to a sum not to exceed:

\$150.00 for overcoat

\$150.00 for clothing including

\$100.00 for shoes

upon the submission of proper proof of loss to the Joint Trade Arbitration Board.

Section 3. The Employer shall supply on the job all tools, hardhat, including overshoes or boots, and raincoats, if required in performing the work covered by this agreement. The Employee shall be responsible for work clothes, work boots. Upon receiving first hardhat from employer the employee is then responsible for replacement hardhat. Employer may charge employee the sum of seven dollars and fifty cents (\$7.50) if employee does not replace hardhat on his/her own.

Section 4. Scoop shovels shall not be used in handling concrete, cement mortar, gravel or broken stone.

Section 5. The Employer agrees to furnish an adequate supply of potable drinking water on all jobs.

Section 6. Wheelbarrows or concrete carts used in handling concrete shall not have their sides extended or built up. A Lansing F-4 wheelbarrow and a Lansing K-1 or K-4 concrete cart (or any

similar make of wheelbarrow or cart of equal capacity) shall be considered standard. In the handling of concrete mixtures, etc., in concrete carts, the amount carried shall not exceed the rated capacity of the cart. In the handling of cinder concrete, in wheelbarrows, same shall not be loaded in excess of 4½ cubic feet.

Section 7. Whenever a platform hoist is used on a job for hoisting lumber, reinforcing steel and all cement and concrete materials, the Employer shall be required to employ two (2) Cement and Concrete Workers to ring signal bells, except that where the Employer is not in control of the manning of the hoist personnel, this section shall not apply.

Section 8. While concrete is being placed, all individual sections of concrete runs shall be handled by Employees working in pairs.

Section 9. Neither party during the life of this Agreement is to adopt any by-law or attempt to enforce any working rule or regulation which is contrary to any of the clauses in the Agreement. Neither shall either party attempt to enforce any working rules which have not been approved by the Joint Trade Arbitration Board.

Section 10. Employers, Employees or the agents of either shall not accept or give directly or indirectly any rebates on wages or give or accept gratuities or give anything of value or extend any

favor to any person for the purpose of reflecting any change in rate of wages. The Employers or their representatives shall not be permitted to give any advance in wages to Cement and Concrete Workers, nor shall they be permitted to lend money to Cement and Concrete Workers.

Section 11. If the Union enters into any Agreement with an independent employer (“Independent Employer”) or other association performing work set forth in Article VI which provides more favorable terms or conditions of employment to such independent employer when performing work set forth in Article VI, provided for in this Agreement, any Employer may secure these more favorable terms and conditions of employment for employees it employs performing work specifically of the kind performed by the Independent Employer or other association by notifying the Union in writing that it will implement the more favorable terms and conditions; provided, however, the Union may require, by written notice to the Employer, that some or all of other terms and conditions of employment in its agreement with the Independent Employer or other association that are related to the more favorable terms and conditions shall also be implemented.

Section 12. It is agreed that the rates of wage and the hours to be worked each day, to be established by agreement, for one (1) and two (2)

family house construction, shall in no way affect the terms of this Agreement.

Should the parties hereto be unable to agree on the changes as called for above, the question shall be referred to an umpire, as provided for in Article XV, who upon hearing the evidence submitted by both sides, shall render a decision and in the event the umpire finds in favor of the party of the first part, the wages and/or conditions affected shall be immediately changed to conform to the findings of the umpire; the changed wages and/or conditions shall then become a part of this contract, binding on all parties hereto. All other terms and conditions of the Agreement to remain in full force and effect.

Section 13. The parties to this Agreement stipulate and agree that neither the Union nor the Employer will discriminate in the employment of Employees by reason of race, color, creed, sex, national origin, union membership or non-membership.

Section 14. The Consumption of intoxicating beverages or drugs on a job site is prohibited and violation of this rule is sufficient reason for dismissal.

Section 15. The use of safety equipment furnished by the Employer is mandatory. The delegate or business agent of the Union shall call the attention of the Employer to any condition

which he considers is endangering the safety of the Employees represented by the Union. If the Employer does not remedy the condition, either through negligence, disagreement as to the presence of danger, or question of responsibility under his contract, it shall be the right and duty of the delegate or business agent to refer the matter to OSHA with request for an immediate inspection.

Section 16. The amount of work that an Employee represented by the Union may perform shall not be restricted by the Union, nor by the representatives, officers or members of the Union, nor shall the use of machinery, tools, appliances or methods be restricted or interfered with. This Agreement is based on the principle that the Employer is entitled to seven (7) or eight (8) hours work for seven (7) or eight (8) hours pay. Any unreasonable failure to work these hours gives the Employer the right to pay only for the hours worked.

Section 17. No cell phone usage permitted during working hours, except for shop stewards and foremen.

**ARTICLE XIV
(Strikes and Lockouts)**

Section 1. The Union or its representatives shall not order a strike or stoppage of work, nor shall the Employer lock out the Employees.

Section 2. The Employees shall not strike against any Employer or collectively leave the work of their Employer prior to filing a written complaint or pending the adjustment of any existing disputes as provided for in Article XV. The Union shall not be responsible for any unauthorized strike or its results.

Section 3. The foregoing does not deny the right of the Union to render assistance to other labor organizations by removing members from jobs, when combined action by all trades is officially ordered, but no removal shall take place until formal written notice is first given to the Secretary of the Association in Accordance with the requirement of the general arbitration plan.

**ARTICLE XV
(Disputes and Trade Board)**

Section 1. All complaints, disputes and differences arising under this agreement between the Association and the Union or between any Employer and any Employee shall be referred to

the Joint Trade Board of the Cement League. Should the Joint Trade Board fail to reach a decision, the matter shall be referred to an umpire as set forth in Section 3 of the Article. The Joint Trade Board and/or the umpire are hereby empowered to hear, adjust and decide the matter at issue and a decision by either of these two agencies shall be final and binding on all parties.

Section 2. There shall be a Joint Trade Arbitration Board which shall consist of five (5) members of the Cement League Association appointed by the Association and five (5) members of the Union appointed by the Union whose term of service shall not be less than six (6) months. The Board shall meet within forty-eight (48) hours after written notice has been given by either side to meet for a specific purpose.

Section 3. In voting, the Employers, as such, and the Union, as such, shall each cast an equal number of votes and in the event of a tie vote, or failure to reach a decision, the matter shall be submitted within three (3) weeks to an impartial umpire who shall be selected by the Joint Trade Board. Any and all expenses in connection with such submission shall be equally divided between and paid for by the parties to this agreement.

Section 4. Any penalties which may result from such findings of decisions are to be

determined and imposed by the Association or Union, as the case may be, to which the members affected may belong.

Section 5. Any Employer member of a trade board, directly involved in any case brought before this Board, shall withdraw from the Board until the case is settled and an alternate shall be selected by the remaining Employer members to fill the temporary vacancy.

Section 6. Any Union member of the trade board, directly involved in any case brought before the Board, shall withdraw from the Board until the case is settled and an alternate shall be selected by the remaining Union Members to fill the temporary vacancy.

ARTICLE XVI

(Association Membership and General Trade Board)

Section 1. The Association will provide the Union with a list of its members, giving each member's full name and address, who have designated the Association as their bargaining agent, and who have agreed to be bound by the terms and conditions of this Collective Bargaining Agreement. In addition, the Association will immediately notify the Union of any changes in membership, either by the addition of new members

or the dropping or suspending of members during the term of this Agreement. It is further agreed that all Employer members of the Association are bound by this Collective Bargaining Agreement and entitled to its benefits until its termination date whether or not they retain their membership in the Association for the full period of this Agreement.

Section 2. The parties to this Agreement shall each appoint a member to represent them on the General Trade Board of the Concrete Industry of the City of New York.

Section 3. Each Employer member of the Association and each Employer becoming a member of the Association subsequent to the effective date of the Agreement agrees to comply with and to be bound by all of the provisions of the Agreement, including, but not limited to, wages, contributions to C&CWDC Fringe Benefit Funds, NYSLECET, LNHSF, CLIAP and working dues check-off obligations, the Organizer Fund, and NYSLPAC for the entire term of the Agreement regardless of whether such Employer subsequent to the effective date of the Agreement withdraws, resigns, is suspended or otherwise is terminated from membership in the Association during the terms of Agreement.

ARTICLE XVII (Trade and Jurisdictional Disputes)

Subject to Appeal by the Union to the Referee of the Building Trades Department of the American Federation of Labor, disputes between trades and disputes relative to questions of jurisdiction of trade shall be adjusted in accordance with the method set forth in the "New York Plan for the Settlement of Jurisdictional Disputes".

ARTICLE XVIII (Validity)

If the courts should decide that any clause or part of this Agreement is unconstitutional or illegal, or should any clause or part of this Agreement be found contrary to present or future laws, it shall not invalidate the other portions of this Agreement, it being the sole intent and purpose of the Agreement to promote peace and harmony in the craft along lawful lines.

ARTICLE XIX (Miscellaneous)

Section 1. No Employer shall enter into a contract with any other person, partnership, firm, corporation or joint venture to perform bargaining unit work on a job site unless such other person, partnership, firm, corporation or joint venture has

signed an Agreement with the Union or is a member of an association which has signed an Agreement with the Union.

Section 2. If an Employer covered by this Agreement or any such owner or principal forms or acquires by purchase, merger or otherwise, an interest, whether by ownership, stock, equitable or managerial, in another company, corporation, partnership or joint venture, performing bargaining unit work within this jurisdiction, this Agreement shall cover such other operation and such other bargaining unit Employees shall be considered an accretion to bargaining unit.

Section 3. All methods of Employee Leasing are prohibited. To confirm this, when an Employer signs with the Union, the Employer's name (accompanied by a copy of the corporate papers verifying name) as agreed and fixed on the association or independent collective bargaining agreement must be the same and only name that appears on the weekly fringe benefit check to the Union, the same and only name that appears on the Employee's weekly payroll check and must be the same and only name that appears as the "insured" on the workers compensation policy (accompanied by a copy of the workers compensation policy verifying the name) with the "certificate holder" being the Union Trade employed.

~~Section 4. The Cement League and the Cement~~
and Concrete Workers District Council agree to explore solutions to reduce the Employer's cost of workers compensation and general liability insurance to allow to bid competitively against the unorganized, non union entities.

ARTICLE XX (Duration)

This Agreement is effective for the period starting July 1, 2014 and shall terminate on June 30, 2017. At least sixty (60) days prior to the expiration of this Agreement, both parties shall notify the other that they desire to modify the Agreement. Conferences of the parties shall be held for the purpose of consummating a new or amended Agreement.

If the Employer is no longer a member of the Cement League, the Employer will then become an independent contractor, and shall be obligated to follow all bylaws of an independent contractor and will be obligated to pay all wage and fringe benefit costs incurred on an independent contractor.

ARTICLE XXI (Retroactivity)

It is mutually agreed that all wages, contributions to C&CWDC Fringe Benefit Funds, C&CWDC Welfare Fund, Pension Fund, Annuity Fund, Scholarship Fund, Training and Apprentice-

Ship Fund, Labor Management Cooperative Trust Fund, New York State Laborers/Employers Cooperation and Education Trust (NYSLECET), Laborers National Health and Safety Fund (LNHSF), New York State Laborers Political Action Committee (NYSLPAC), Cement League Industry Advancement Program (CLIAP) Dues Check-off, Organizing Fund and conditions provided for in this Agreement shall be retroactive to July 1, 2014.

ARTICLE XXII

(Complete Agreement)

Section 1. This Agreement supersedes all prior Agreements and understandings between the parties and constitutes the entire Agreement of the parties with respect to the subject matter hereof.

Section 2. No provision of this Agreement shall be modified, amended or terminated except by a writing specifically referring to this Agreement and signed by all of the parties hereto.

ARTICLE XXIII

(Benefit)

The Agreement shall be binding upon and shall insure to the benefit of each party hereto, its successors and assignees, and any successor thereto resulting from a merger, consolidation or other reorganization or restructuring.

**ARTICLE XXIV
(Effectuating Clause)**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year above written by their duly authorized officers, and represented to each other that they are duly authorized to enter into this Agreement. The Association, signatory to this Agreement, hereby acknowledges by its signature receipt of copies of the Agreement and Declaration of Trust of C&CWDC Welfare Fund, C&CWDC Scholarship Fund, C&CWDC Pension Fund, C&CWDC Annuity Fund, C&CWDC Training and Apprenticeship Fund and the C&CWDC Labor Management Cooperative Trust Fund.

For the Union;
DISTRICT COUNCIL OF CEMENT AND
CONCRETE WORKERS

By: _____
Alexander Castaldi, President Date

For the Employer;
THE CEMENT LEAGUE

By: _____
John Brunetti Date

By: _____
Joseph Mitrone, President Date

AMENDMENT AND MODIFICATION TO THE COLLECTIVE BARGAINING AGREEMENT

AGREEMENT made on the 3rd day of March, 2016 between the Cement League (the "League") and the Cement & Concrete Workers District Council; comprised of Laborers, Locals 6A, 18A and 20 (the "Union"), collectively referred to herein as the "Parties."

WHEREAS, the League, through its committee representing certain employers in multiemployer bargaining, has come to terms with the Union that will modify the Collective Bargaining Agreement (the "CBA") signed by the parties covering the period of July 1, 2014 to June 30, 2017, the modifications herein contained, to which League members will be bound; and

WHEREAS, the Parties wish to set down in writing the terms of this Amendment to the CBA;

WHEREAS, the representatives from all Parties hereto have the proper authority from their constituents and membership to bind the League and the Union to the terms contained herein.

NOW THEREFORE, the Parties, in consideration of the mutual covenants herein contained, do hereby agree to this Amendment and Modification to the current CBA between the Parties shall be binding and effective upon the signature of all Parties and shall be incorporated and made part of the CBA. Where any conflict shall exist between the printed CBA and this Amendment and Modification, the terms contained in this Amendment and Modification shall supersede and replace the printed portion of the CBA.

1. This Agreement shall be deemed effective on March 3, 2016, and shall continue in full force and effect until June 30, 2020. The term of this Amendment and Modification expressly modifies the underlying CBA and extends the term of the CBA, inclusive of this Amendment, until June 30, 2020.
2. "Attachment A" to this Amendment and Modification shall be incorporated by reference and made part of the CBA. All labor, except on those projects expressly noted herein, shall be supplied and paid at the rates and ratio of laborers noted in Attachment A. All new membership into the Union shall be at the Secondary Rate as described in

Attachment A. The Secondary Rate workers shall be entitled to the same work jurisdiction as Primary Rate workers.

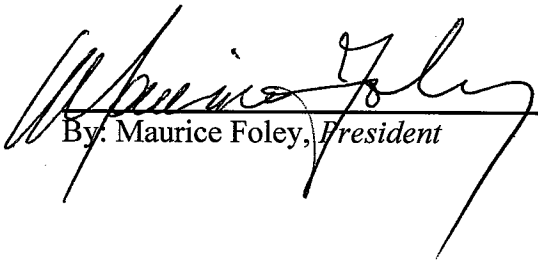
- a. As further described in Attachment A, the following ratios shall apply to all laborers within the Union's geographical area. The ratio for Primary Rate Workers, Secondary Rate Workers and Apprentices shall be as follows: Three (3) Primary Rate Workers to one (1) Secondary Rate Worker and (1) Apprentice for the first five (5) workers, then repeat. The foreman and shop steward shall be part of the first three journeyworkers placed on the job. Ratios must be strictly adhered to or the Union reserves the right to seek full pay and benefits at the Primary Rate. If a member of the League is not in compliance with this ratio, they may rectify this within a timely manner, which is not to exceed 14 calendar days.
- b. The wage rates and benefit package, along with all ratios shall become effective as noted hereinabove. However, for those employers who are subject to Market Recovery Project Labor Agreements at the 80% reduction shall have the option to continue through expiration of the project at the current reduced rates or to utilize the new wage and ratio schedule as outlined in Attachment A. However, this option must be exercised no later than March 9, 2016 by providing the Union with a writing indicating their determination to continue at the rate in existence at the commencement of the project. Notice shall be sent to the Cement & Concrete Workers District Council by electronic mail to the attention of Romi Kaplan, at RKaplan@ccwdc16.org. Failure to provide said notice shall be deemed a complete and final waiver of this option and all work shall then proceed at the terms contained in Attachment A.
- c. The wage and benefit package as described in Attachment A shall be increased as follows:
 - i. Effective immediately, Primary Rate Workers shall be paid a total pay and benefits package of \$66.24, and receive an increase of \$1/hour effective July 1, 2016. Secondary Rate Workers shall be paid a total pay and benefits package of \$48.76 through June 30, 2017.
 - ii. Primary and Secondary Rate workers shall be entitled to \$2.00/hour increase on the following dates, with the Union to determine the allocation of the increase:

- July 1, 2017
- July 1, 2018
- July 1, 2019

- iii. Apprentice rates shall be increased in accordance with new rates set at the renewal established in accordance with the policies set forth by the NYS Department of Labor
3. The Holidays observed in the CBA shall remain in effect. However, the observance of any holiday that falls on a Saturday shall be observed on the Friday preceding the holiday. Any Holiday that falls on a Sunday shall be observed on the Monday following the holiday.
4. Concrete Safety Managers ("CSM") shall be deemed covered work under this Agreement. However, it shall not be a violation of this Agreement to hire CSMs that are not members of the Union, notwithstanding the following: If the CSM hired is a member of any Union, the CSM must belong to a Union that is affiliated with the AFL-CIO and the Building Trades of New York. Nothing herein shall prevent employers from using current and future non-union affiliated CSMs. Nothing herein shall prevent Employers from using current or future non-union affiliated CSMs.

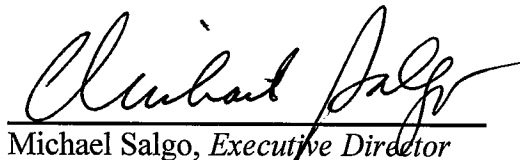
AGREED to this 3rd Day of March, 2016:

Cement & Concrete Workers District Council:



By: Maurice Foley, *President*

The Cement League:



Michael Salgo, *Executive Director*

	Current	Reduction	New Rate	*App.1	*App.2	*App.3	Avg App.
Wage	\$42.48	\$42.48	\$32.00	\$17.00	\$22.10	\$27.20	
Annuity	\$5.50	\$5.50	\$2.50	\$1.25	\$1.63	\$2.13	
Welfare	\$9.31	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50	
Pension	\$10.76	\$8.00	\$4.00	\$0	\$4.00	\$4.00	
NYSLECET	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	
LNHSF	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	
Training & App	\$0.79	\$0.79	\$0.79	\$0.79	\$0.79	\$0.79	
Scholarship	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	
Labor Mgmt.	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	
Industry Advancement	\$0.32	\$0.26	\$0.26	\$0.26	\$0.26	\$0.26	
Increase 7/1/2015	\$2.00						
TOTALS	\$71.87	\$66.24	\$48.76	\$28.51	\$37.99	\$43.59	
		92.16%	67.84%	39.66%	52.86%	60.65%	

BLEND OF 5 WITH 3 @ SAME PAY (\$42.48) AND ANNUITY (\$5.50) NO RAISE AND DECREASED BENEFITS WITH 1 @ NEW RATE & 1 @ NEW AVG APP. RATE OF \$ 36.70 = **79%**

*Rates reflect Apprentice starting after inception of this agreement. Apprentice wages starting pre-agreement based on current members.

IMPORTANT: The average wage for the laborers under this plan is \$ 56.83